

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Civil Case No.: 22-cv-428

Mathew Osby,

Plaintiff,

COMPLAINT

v.

Life Insurance Company of North America
a Pennsylvania Corporation as underwriting
company and subsidiary of CIGNA Group
Insurance/CIGNA Corporation,

Defendant.

The Plaintiff in the above entitled action, as and for his Complaint against the above-named Defendant, states and alleges as follows:

NATURE OF ACTION, JURISDICTION, PARTIES AND VENUE

1. The present action is a claim for long-term disability benefits and arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (ERISA).
2. Plaintiff, Mathew Osby, is an individual who, at all times relevant, resided in the State of Wisconsin. At all times relevant hereto, Plaintiff was an employee of Schwan's Shared Services, LLC.
3. At all times relevant hereto, through his employment, Plaintiff was a participant in the group long-term disability insurance policy number LK-09880314 (LTD Plan) issued by CIGNA Group Insurance and underwritten by Life Insurance Company of North America (LINA/CIGNA).

4. As this action involves an employee benefit plan governed by ERISA, this Court has jurisdiction of this matter pursuant to 29 U.S.C. § 1132(e)(1).

5. LINA/CIGNA is the insurer and is liable for any benefits under the LTD Plan. Defendant, LINA/CIGNA, is a corporation organized and existing under the laws of the State of Pennsylvania which conducts and transacts insurance business within the State of Minnesota. The current mailing address of LINA's principal office as registered with the Minnesota Department of Commerce is:

Life Insurance Company of North America
51 Madison Avenue
New York, NY 10010

RECITATION OF FACTS

6. At all times relevant hereto, Plaintiff was employed by Schwan's Shared Services, LLC as a Route Sales Representative.

7. Through his employment, Plaintiff was a participant in the group LTD Plan referenced above.

8. Plaintiff ceased working on or about May 7, 2018 due to adverse health conditions. It is the opinion of his medical providers that he was unable to perform the material and substantial duties of his own and then any substitute occupation as defined in the Plan.

9. Plaintiff timely applied for benefits and his claim for disability benefits was approved with benefits paid through November 20, 2020.

10. Plaintiff timely appealed this adverse benefit determination providing additional testimonial, medical and vocational evidence.

11. Via letter dated November 30, 2021, Defendant advised Plaintiff that Defendant was upholding its denial of his claim.

12. Via that same letter, Defendant advised that Plaintiff had exhausted all administrative levels of appeal and no further appeals would be considered.

**CLAIM FOR RECOVERY OF BENEFITS AND ENFORCEMENT OF
PLAINTIFF'S RIGHTS UNDER ERISA**

13. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding Paragraphs.

14. Defendant has violated the clear and unambiguous terms of the applicable Plan, ERISA and applicable regulations in ignoring the facts of Plaintiff's case as a whole, and in denying Plaintiff's claims for benefits.

15. As a proximate result of Defendant's violation of ERISA, applicable regulations and the terms of the Plan and the Regulatory Settlement Agreement entered into with the State of Minnesota, Plaintiff has been caused damage, harmed and deprived of benefits due under the terms thereof.

16. Defendant's decision will be evaluated under a de novo standard of review.

17. Plaintiff is entitled to legal and equitable relief as a result of Defendant's violations of ERISA, the Regulatory Settlement Agreement, applicable regulations and the terms of the Plans, including, but not limited to payment of benefits wrongfully denied under the terms of the Plan, together with appropriate interest; and, an order for all other appropriate relief including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant for an Order from the Court determining that Defendant's decision to deny disability benefits was in violation of the Plan, the Regulatory Settlement Agreement and applicable law, and for the sum of Plaintiff's past disability benefits as provided in the Plan, as well as future benefits so long as he remains disabled in accordance with the terms of the Plan together with interest, penalties, attorneys' fees, costs and disbursements in this action, as well as other equitable relief and penalties pursuant to ERISA and otherwise as provided by law.

Dated 15th day of February, 2022.

BEEDEM LAW OFFICE

s/ Alesia R. Strand

Thomas J. Beedem (19668X)
tjb3@beedemlaw.com
Alesia R. Strand (0332884)
ars@beedemlaw.com
222 South Ninth Street, Suite 1600
Minneapolis, MN 55402
(612) 305-1300 Phone
(612) 339-5765 Facsimile

ATTORNEYS FOR PLAINTIFF